

Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Melvin Sandvig

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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10
11 **FOR THE COUNTY OF LOS ANGELES**
12

13 VIGEN ZADOURIAN an individual;

14 Plaintiff,

15 vs.

16 FORREST MACHINING, Inc., a California
17 Corporation; and DOES 1 through 100,
18 inclusive;

19 Defendants.

CASE NO.

COMPLAINT FOR DAMAGES

Demand for Jury Trial

1. **WRONGFUL TERMINATION ON BASIS OF ETHNICITY/NATIONAL ORIGIN IN VIOLATION OF FEHA**
2. **WRONGFUL TERMINATION ON BASIS OF AGE IN VIOLATION OF FEHA**
3. **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**
4. **FAILURE TO PROVIDE MEAL & REST BREAKS**
5. **FAILURE TO PAY EARNED WAGES UPON DISCHARGE**
6. **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**
7. **Violation of The Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq.**



PARTIES

1. Plaintiff Vigen Zadourian (hereinafter “Plaintiff”) is an individual, who resides in County of Los Angeles.

2. Defendant Forrest Machining Inc., (hereinafter “Forrest”) is California Corporation., located in City of Santa Clarita, County of Los Angeles, State of California. Defendant Forrest is and/or at all times mentioned in this Complaint was a California Corporation and the owner and operator of an industry, business and/or facility licensed to do business and actually doing business in the State of California.

JURISDICTION AND VENUE

3. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

4. Events that are the subject of this action occurred on or near 27756 Ave Mentry, Santa Clarita, CA 91355.

DOE DEFENDANT

5. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

6. Defendant Does 1 through 100, inclusive, were always relevant herein employees, or agents of the other Defendants. Plaintiff is ignorant of the true names and capacities of defendants sued herein as Does 1 through 100, inclusive, and therefore sue these defendants by such fictitious names. Plaintiff will pray leave of court to amend this complaint to allege their true names and capacities when ascertained.

7. Plaintiff is informed and believes, and thereon alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee, representing partner or joint venturer of the remaining defendants and was acting within the course and scope of that relationship. Plaintiff is further informed and believe, and thereon alleges, that each of the defendants herein gave consent to, or ratified and authorized the acts alleged herein to each of the remaining defendants.

1 8. Plaintiff is informed, believes, and thereon alleges that every Defendant designated herein,
2 including all DOE Defendants, were negligently, wrongfully, carelessly, unlawfully, tortuously, or
3 in some other actionable manner, responsible for the events and happenings herein referred to, and
4 that their negligent and/or otherwise tortious and wrongful acts and/or omissions proximately
5 caused, or were a substantial factor in causing, the injuries and damages to Plaintiff as are herein
6 alleged, and that each Defendant and/or his, her, or its respective officers, directors, partners,
7 managing directors, and/or shareholders ratified the wrongful acts and omissions of each other
8 Defendant.

9 9. Plaintiff is informed, believes, and thereon alleges that at all relevant times herein, every
10 Defendant designated, including all DOE Defendants, was an agent, employee, joint venturer,
11 partner, alter ego, conspirator, and/or legal representative of the remaining Defendants, and at all
12 times mentioned herein, every Defendant designated herein, including all DOE Defendants, was
13 acting within the time, authority, course, and scope of said agency, employment, joint venture,
14 partnership, and/or conspiracy, and to further the objectives of the same, or as an alter ego and with
15 the full knowledge, approval, ratification, permission, and consent of the other co-Defendants, and
16 each of them, including the officers, directors, and managing agents of Defendants.

17 INTRODUCTION

18 10. Plaintiff brings this action against Defendant seeking to recover *PAGA civil penalties* for
19 himself, and on behalf of all current and former aggrieved employees that worked for Defendants.
20 Penalties sought for the underlying violations are for the following statutory violations: (i) failure
21 to provide mandated timely rest and break periods; (i) failure to provide meal breaks; (ii) failure to
22 provide rest breaks; (iii) failure to issue accurate itemized and proper wage statements to employees;
23 (iv) failure to pay waiting time penalties; amongst other violations of the California Labor Code,
24 Wage Orders and Private Attorneys General Act of 2004, §§ 2698 *et seq.* (“PAGA”). As a result of
25 Defendant’s policies, Plaintiff seeks to recover civil penalties payable to the State of California on
26 behalf of the California Labor and Workforce Development Agency (“LWDA”) acting as a private
27 attorney general.

28 11. In doing all the various things described in this complaint, Defendant’s conduct violated the
29

1 California Labor Codes, including but not necessarily limited to §§ 201,202, 203, 210, 216, 226,
2 226.3, 226.6, 226.7, 256, 432.5, 512, 558.1, 2699, and all applicable Wage Orders as well as
3 interpretations of these laws by California courts and administrative bodies.

4 12. These actions led to a culture of employees not proper being provided a proper meal and rest
5 breaks, or paystubs in violation of California Labor Code. The Defendant's time records, paystubs
6 and policies will confirm these violations, including other numerous violations of various laws
7 including but not necessarily limited to PAGA, the aforementioned California Labor Code sections,
8 as well as other laws, decisions, orders, and/or rulings that are enforceable through PAGA.
9

10 13. For over 50 years, California's courts and legislature have recognized that this State's wage-
11 and-hour laws serve a compelling public interest of fostering a stable job market. Wages are not
12 ordinary debts. Because of the economic position of the average worker and his or her family, it is
13 essential to the public welfare that employers obey the wage-and-hour laws so that employees are
14 promptly paid the minimum wages that the Legislature has required for employees. So fundamental
15 are California's wage-and-hour laws that the Legislature has criminalized certain types of violations.
16 In extending extra protection to deter violations of these underlying statutes-since Plaintiff is not
17 seeking general and/or special damages, restitution or other damages other than civil penalties as
18 permitted by the PAGA-California has enacted the PAGA to permit an individual to bring an action
19 on behalf of herself and on behalf of others for PAGA penalties only, which is the precise and sole
20 nature of this action.

21 14. All of Defendant's California employees during the relevant statutes of limitations who are
22 or were harmed by Defendant's illegal practices are "Aggrieved Employees."
23

24 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 15. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

26 16. Mr. Zadourain was a former employee of Forrest Machining, Inc. and was employed by
27 Forrest from September of 2019 until April of 2020.
28
29

1 17. For the first several months Mr. Zadourian's would predominately work the night shift.
2 When working night shifts, Mr. Zadourian would receive his first rest break after the fourth hour.
3 Furthermore, during night shifts workers including Mr. Zadourian were not provided with a second
4 meal break or a third rest break. This was a regular practice of the company across all employees.

5 18. Mr. Zadourian was subsequently moved to the morning shift. The morning shift required
6 Mr. Zadourian to work from 6 am until 6 pm. Again, Forrest failed to properly provide Mr.
7 Zadourian and other employees with meal and rest breaks.

8 19. Mr. Zadourian was provided his first meal break after the fifth hour mark in his shift. Mr.
9 Zadourian was not provided a second meal break when he would work over ten (10) hours.
10 Furthermore, Mr. Zadourian would not receive his third (3) rest break when he would work more
11 than ten (10) hours. Forrest committed such violations against all employees, since the employees'
12 meal and rest breaks were governed by a common bell.

13 20. Furthermore, Forrest failed to properly provide paystubs as the paystubs violated labor code
14 226 by failing to state the address of the Defendant on the paystub.

15 21. In addition to the wage & hour violations, Mr. Zadourian was subjected to discrimination
16 relating to his ethnicity and age. On or about April 23, 2020, Mr. Zadourian was using his cell phone
17 to search Armenian Genocide content, when his superior informed him that he could not use his cell
18 phone. Mr. Zadourian is the only Armenian employee in his department and shifts. There is another
19 employee known as Sevak who is also Armenian, however he is a supervisor.

20 22. Mr. Zadourian was called into a meeting and was terminated from his employment. He
21 attempted to inform his superiors of the desperate treatment he was subjected to. The floor was
22 predominantly Hispanic employees, and Mr. Zadourian's superior, Mr. Gill was Hispanic. on
23 numerous occasions, Mr. Gill had spotted other Hispanic employees goofing off or using their
24 cellphones during work, but they were not warned, let alone terminated.

25 23. This kind of desperate treatment shows that Forrest through its agents discriminated and
26 terminated the Plaintiff's employment due to his ethnicity and/or his age rather than his use of
27 cellphone. If Forrest had a cellphone usage policy, then that policy must be equally applied to
28 employees across the board.

1 24. Plaintiff Zadourian is a 60-year-old employee who was terminated during an unfortunate
2 period in U.S economy. The unemployment rate is rising, and the difficulty of an employee
3 obtaining similar or comparable employment is slim in this economy. The termination has taken an
4 emotional toll on Mr. Zadourian, as he was terminated from a secure employment.

5 **EXHAUSTING ADMINISTRATIVE REMEDIES (FILING THE RIGHT TO**
6 **SUE WITH DEPARTMENT OF FAIR HOUSING & EMPLOYMENT) AND HAS**
7 **MET ITS FILING REQUIREMENT UNDER THE PRIVATE ATTORNEY**
8 **GENERAL'S ACT BY TIMELY NOTICING THE LWDA**

9 25. On or about July 16, 2020 Plaintiff filed its right to sue letter with Department of Fair
10 Housing & Employment attached herein as **Exhibit A**.

11 26. Plaintiff gave timely written notice by certified mail to Defendants of the violations of
12 various provisions of the California Labor Code as alleged in this complaint and filed notice of the
13 violations online with the Labor and Workforce Development Agency ("LWDA"). The letter is
14 attached herein as **Exhibit B**.

15 27. The LWDA did not provide notice of its intention to investigate Defendant's violations after
16 expiration of the 65-day waiting time period, or at any time. Defendants also failed to cure within
17 the time allotted by the PAGA statutes and 2810.3. Consequently, Plaintiff's right to file the instant
18 lawsuit then duly accrued.

19
20 28. Plaintiff has exhausted all administrative remedies.

21 **I. FIRST CAUSE OF ACTION**
22 **(DISCRIMINATION & WRONGFUL TERMINATION ON BASIS OF NATIONAL**
23 **ORIGIN/ETHNICITY IN VIOLATION OF FEHA AGAINST DEFENDANTS and**
24 **Does 1 through 100)**

25 29. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

26 30. At all times herein mentioned, FEHA, Government Code sections 12900-12996, was
27 in full force and effect and was binding on defendants. These statutes require defendants to
28 refrain from discriminating against any employee on the basis of his National
29 Origin/Ethnicity, among other things. Within the time provided by law, plaintiff filed a

1 complaint with the Department of Fair Employment and Housing (“DFEH”), in full
2 compliance with administrative requirements, and received a right-to-sue letter. Plaintiff
3 exhausted his administrative requirements as to all named defendants.

4 31. Mr. Zadourian was subjected to discrimination relating to his ethnicity and age. On or about
5 April 23, 2020, Mr. Zadourian was using his cell phone to search Armenian Genocide content, when
6 his superior informed him that he could not use his cell phone. Mr. Zadourian is the only Armenian
7 employee in his department and shifts. There is another employee known as Sevak who is also
8 Armenian, however he is a supervisor.

9 32. Mr. Zadourian was called into a meeting and was terminated from his employment. He
10 attempted to inform his superiors of the desperate treatment he was subjected to. The floor was
11 predominantly Hispanic employees, and Mr. Zadourian’s superior, Mr. Gill was Hispanic. on
12 numerous occasions, Mr. Gill had spotted other Hispanic employees goofing off or using their
13 cellphones during work, but they were not warned, let alone terminated.

14 33. This kind of desperate treatment shows that Forrest through its agents discriminated and
15 terminated the Plaintiff’s employment due to his ethnicity and/or his age rather than his use of
16 cellphone. If Forrest had a cellphone usage policy, then that policy must be equally applied to
17 employees across the board.

18 34. As a proximate result of Defendant’s discriminatory actions, by and through management
19 against Plaintiff, as alleged above, Plaintiff has suffered loss his salary, wages, benefits, and
20 additional amounts of money which he would have received if Defendants would have provided
21 non-discriminatory working conditions. As a result of such harassment, discrimination, and
22 consequent harm, Plaintiff has suffered such compensatory damages in an amount according to
23 proof.

24 35. As further proximate result of Defendant’s discriminatory actions against Plaintiff, as
25 alleged above, Plaintiff has suffered humiliation, mental anguish, emotional and physical distress,
26 and has been injured in mind and body. As a result of such harassment, discrimination and
27 consequent hard, Plaintiff has suffered such emotional distress damages in an amount according to
28 proof.

29 36. Defendant’s discriminatory actions against Plaintiff, as alleged above, constituted unlawful

1 discrimination and discrimination in violation of various sections of FEHA entitling him to an award
2 of reasonable attorneys' fees pursuant to statute.

3 37. Defendants acted with malice and in reckless disregard of Plaintiff's rights under FEHA by
4 having knowledge of the discriminatory policies and practices of terminating older employees.
5 Defendants, through Defendants, and other officers, directors and managing agents, not only had
6 prior knowledge of the unlawful conduct, but by implementing the discriminatory practices,
7 Defendants condoned and ratified said conduct.

8 38. As a result of the above-recited actions and by allowing its employees to continuously
9 discriminate against Plaintiff, was in complete disregard of Plaintiff's rights. As Defendant's
10 conduct was deliberate, malicious, fraudulent, oppressive and in reckless disregard of Plaintiff's
11 rights under FEHA, and under California Civil Code § 3294, Plaintiff is entitled to punitive and
12 exemplary damages against Defendant in an amount sufficient to punish Defendants for such
13 malicious and oppressive conduct.

14 **II. SECOND CAUSE OF ACTION**

15 **(DISCRIMINATION & WRONGFUL TERMINATION ON BASIS OF AGE IN** 16 **VIOLATION OF FEHA AGAINST DEFENDANTS and Does 1 through 100)**

17 39. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

18 40. At all times herein mentioned, FEHA, Government Code sections 12900-12996, was
19 in full force and effect and was binding on defendants. These statutes require defendants to
20 refrain from discriminating against any employee on the basis of age, among other things.
21 Within the time provided by law, plaintiff filed a complaint with the Department of Fair
22 Employment and Housing ("DFEH"), in full compliance with administrative requirements,
23 and received a right-to-sue letter. Plaintiff exhausted her administrative requirements as to
24 all named defendants.

1 41. At all times herein mentioned, Plaintiff was more than a qualified and competent employee.

2 42. Mr. Zadourian was subjected to discrimination relating to his ethnicity and age. On or about

3 April 23, 2020, Mr. Zadourian was using his cell phone to search Armenian Genocide content, when

4 his superior informed him that he could not use his cell phone. Mr. Zadourian is the only Armenian

5 employee in his department and shifts. There is another employee known as Sevak who is also

6 Armenian, however he is a supervisor.

7 43. Mr. Zadourian was called into a meeting and was terminated from his employment. He

8 attempted to inform his superiors of the desperate treatment he was subjected to. The floor was

9 predominantly Hispanic employees, and Mr. Zadourian's superior, Mr. Gill was Hispanic. on

10 numerous occasions, Mr. Gill had spotted other Hispanic employees goofing off or using their

11 cellphones during work, but they were not warned, let alone terminated.

12 44. This kind of desperate treatment shows that Defendant through its agents discriminated and

13 terminated the Plaintiff's employment due to his ethnicity and/or his age rather than his use of

14 cellphone. If Forrest had a cellphone usage policy, then that policy must be equally applied to

15 employees across the board.

16 45. Defendant's basis for the termination is pretext. Plaintiff was one of the oldest employees.

17 46. As a proximate result of Defendant's discriminatory actions, by and through management

18 against Plaintiff, as alleged above, Plaintiff has suffered loss his salary, wages, benefits, and

19 additional amounts of money which he would have received if Defendant would have provided non-

20 discriminatory working conditions. As a result of such harassment, discrimination, and consequent

21 harm, Plaintiff has suffered such compensatory damages in an amount according to proof.

22 47. As further proximate result of Defendant's discriminatory actions against Plaintiff, as

23 alleged above, Plaintiff has suffered humiliation, mental anguish, emotional and physical distress,

24 and has been injured in mind and body. As a result of such harassment, discrimination and

25 consequent hard, Plaintiff has suffered such emotional distress damages in an amount according to

26 proof.

27 48. Defendant's discriminatory action against Plaintiff, as alleged above, constituted unlawful

28 discrimination and discrimination in violation of various sections of FEHA entitling him to an award

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1 of reasonable attorneys' fees pursuant to statute.

2 49. Defendant acted with malice and in reckless disregard of Plaintiff's rights under FEHA by
3 having knowledge of the discriminatory policies and practices of terminating older employees.
4 Defendant, through Defendants, and other officers, directors and managing agents, not only had
5 prior knowledge of the unlawful conduct, but by implementing the discriminatory practices,
6 Defendants condoned and ratified said conduct.

7 50. Defendant's managing agents, officers and/or directors engaged in the discriminatory
8 practices, and were at all times herein, in positions of authority, made decisions on the Defendant's
9 behalf and decisions regarding the employees and purposely chose to terminate older workers.
10 Defendant through its managing agents, officers and/or directors knew the existence of the
11 discriminatory environment and intentionally implemented a discriminatory practice targeting older
12 workers. Defendants, knowing that Plaintiff was in his 60's, made the conscious decision to
13 terminate him because of his age. Defendants failed to discipline the employees who engaged in this
14 discriminatory behavior and refused to take precautionary measures to prevent further
15 discrimination in the workplace in complete disregard of the law. As a result of the above-recited
16 actions and by allowing its employees to continuously discriminate against Plaintiff, was in
17 complete disregard of Plaintiff's rights. As Defendant's conduct was deliberate, malicious,
18 fraudulent, oppressive and in reckless disregard of Plaintiff's rights under FEHA, and under
19 California Civil Code § 3294, Plaintiff is entitled to punitive and exemplary damages against
20 Defendant in an amount sufficient to punish Defendants for such malicious and oppressive conduct.

21 **III. THIRD CAUSE OF ACTION**

22 **(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY AGAINSTS** 23 **DEFENDANTS and Does 1 Through 100)**

24 51. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

25 52. California Public Policy prohibits discrimination against employees on the basis of their
26 ethnicity/age, and as such, it is prohibited as codified in the California Fair Employment and
27 Housing Act, Government Code Section 12900, et.. seq.

28 53. Defendant, and DOES 1-100, wrongfully terminated Plaintiff as a direct and proximate
29 result of Plaintiff's age and ethnicity.

1 54. As a direct and proximate result of the Defendant, and DOES 1-
2 100, wrongful termination of Plaintiff, Plaintiff has suffered and continues to suffer substantial
3 losses in earnings and other employment benefits which she would have received had the
4 Defendant, and DOES 1-100, not harassed, and wrongfully terminated Plaintiff. Plaintiff has also
5 suffered, and continues to suffer humiliation, mental pain and anguish all to Plaintiff's damage in
6 an amount not yet ascertained, but that be proven at the time of trial.

7 55. The above-described acts of the Defendants, and each of them, constitute an intentional
8 infliction of emotional distress against Plaintiff. Said infliction was a substantial factor in causing
9 damage and injury to Plaintiff in an amount to be established at the time of trial according to
10 proof.

11 56. The Defendant, and Does 1-100, wrongful conduct as alleged herein was done
12 intentionally and was malicious, oppressive, fraudulent and in conscious disregard for the rights of
13 plaintiff, and Plaintiff is therefore entitled to recover punitive damages in an amount
14 commensurate with the nature of the Defendant, and DOES 1-100, wrongful act in an amount to
15 be determined at the time of trial.

16 **IV. FOURTH CAUSE OF ACTION**
17 **(FAILURE TO PROVIDE MEAL & REST BREAKS AGAINST DEFENDANTS and Does**
18 **1 Through 100)**

19 57. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

20 58. California Labor Code 512 states, "An employer may not employ an employee for a work
21 period of more than five hours per day without providing the employee with a meal period of not
22 less than 30 minutes, except that if the total work period per day of the employee is no more than
23 six hours, the meal period may be waived by mutual consent of both the employer and employee.
24 An employer may not employ an employee for a work period of more than 10 hours per day
25 without providing the employee with a second meal period of not less than 30 minutes, except that
26 if the total hours worked is no more than 12 hours, the second meal period may be waived by
27 mutual consent of the employer and the employee only if the first meal period was not waived."

28 59. Furthermore, under California Wage Order Plaintiff was entitled to a 10-minute rest break
29 every four (4) hours.

1 60. For the first several months Mr. Zadourian's would predominately work the night shift.
2 When working night shifts, Mr. Zadourian would receive his first rest break after the fourth hour.
3 Furthermore, during night shifts workers including Mr. Zadourian were not provided with a second
4 meal break or a third rest break. This was a regular practice of the company across all employees.

5 61. Mr. Zadourian was subsequently moved to the morning shift. The morning shift required
6 Mr. Zadourian to work from 6 am until 6 pm. Again, Forrest failed to properly provide Mr.
7 Zadourian and other employees with meal and rest breaks.

8 62. Mr. Zadourian was provided his first meal break after the fifth hour mark in his shift. Mr.
9 Zadourian was not provided a second meal break when he would work over ten (10) hours.
10 Furthermore, Mr. Zadourian would not receive his third (3) rest break when he would work more
11 than ten (10) hours. Forrest committed such violations against all employees, since the employees'
12 meal and rest breaks were governed by a common bell.

13 63. Code § 226.7 by failing to pay Plaintiff one hour of pay at Plaintiff's regular rate of pay for
14 each day rest periods were not provided. Plaintiff has suffered damages, to be established at trial
15 according to proof. This amount is owed and unpaid.

16 64. Pursuant to Labor Code § 218.5, Plaintiff requests an award of reasonable costs, including
17 attorneys' fees, in enforcing the rights granted by this Labor Code section.

18 65. Plaintiff's recoverable damages are "certain or capable of being made certain by
19 calculation," and therefore, pursuant to Civil Code § 3287(a), Plaintiff is entitled as a matter of
20 law to prejudgment interest from the date the right to recover vested.

21 **V. FIFTH CAUSE OF ACTION**

22 **(FAILURE TO PROVIDE EARNED WAGES UPON TERMINATION and Does 1 through** 23 **100)**

24 66. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

25 67. Labor Code 201 states, "If an employer discharges an employee, the wages earned and
26 unpaid at the time of discharge are due and payable immediately. An employer who lays off a
27 group of employee shall be deemed to have made immediate payment when the wages of said
28 employees are paid within a reasonable time as necessary for computation and payment thereof;
29 provided, however, that the reasonable time shall not exceed 72 hours, and further provided that

1 payment shall be made by mail to any employee who so requests and designates a mailing address
2 therefor.”

3 68. Labor Code Section 203 addresses the waiting time period penalties, “If an employer
4 willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3,
5 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the
6 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
7 paid or until an action therefor is commenced; but the wages shall not continue for more than 30
8 days.”

9 69. Since the unpaid premiums for missed meal and rest breaks are considered as wages, and
10 since Plaintiff has yet to be compensated for such premiums, he will be entitled to waiting time
11 penalties under Labor Code section 203.

12 **VI. SIXTH CAUSE OF ACTION**

13 **(FAILURE TO PROVIDE PROPER & ACCURATE WAGE STATEMENTS IN** 14 **VIOLATION OF LABOR CODE 226 AGAINST DEFENDANT, and DOES 1 through 100)**

15 70. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

16 71. Labor Code 226(e) states;

17 “(a) Every employer shall, semimonthly or at the
18 time of each payment of wages, furnish each of his or
19 her employees, either as a detachable part of the check,
20 draft, or voucher paying the employee's wages, or
21 separately when wages are paid by personal check or
22 cash, an accurate itemized statement in writing
23 showing (1) gross wages earned, (2) total hours
24 worked by the employee, except for any employee
25 whose compensation is solely based on a salary and
26 who is exempt from payment of overtime under
27 subdivision (a) of Section 515 or any applicable order
28 of the Industrial Welfare Commission, (3) the number
29 of piece-rate units earned and any applicable piece rate

1 if the employee is paid on a piece-rate basis, (4) all
2 deductions, provided that all deductions made on
3 written orders of the employee may be aggregated and
4 shown as one item, (5) net wages earned, (6) the
5 inclusive dates of the period for which the employee is
6 paid, (7) the name of the employee and the last four
7 digits of his or her social security number or an
8 employee identification number other than a social
9 security number, (8) the name and address of the legal
10 entity that is the employer and, if the employer is a
11 farm labor contractor, as defined in subdivision (b) of
12 Section 1682, the name and address of the legal entity
13 that secured the services of the employer..
14

15 72. Defendant provided Plaintiff and all its employees with paystubs that did not state
16 Defendant's address which was a violation of labor code 226(a)(8).

17 73. Furthermore, Plaintiff was a nonexempt employee who was provided paystubs which did
18 not state the number of meal and rest breaks premiums missed, and the actual premium wages
19 owed to the Plaintiff.

20 74. As a result of the Defendant's failure to provide accurate wages stubs Plaintiff is entitled to
21 penalties, and attorney's fees under labor code 226(e).

22 **VII. SEVENTH CAUSE OF ACTION**
23 **(VIOLATION OF PRIVATE ATTORNEYS GENERALS ACT (PAGA) AGAINST**
24 **DEFENDANT and Does 1 through 100)**

25 75. Plaintiff re-allege each paragraph of this Complaint as though fully set forth herein.

26 76. Plaintiff is an "Aggrieved Employee" under PAGA, as she was employed by Defendants
27 during the applicable statutory limitations period and suffered one or more of the Labor Code
28 violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of herself and all other
29

1 current and former Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable
2 attorney's fees and costs.

3 77. Plaintiff seeks to recover the PAGA civil penalties through a representative action
4 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th 969
5 (2009). Therefore, class certification of the PAGA claims is not required.

6 78. Therefore, under the provisions of PAGA and Labor Codes 201,202, 203, 210, 216, 226,
7 226.3, 226.6, 226.7, 256, 432.5, 512, 558.1, 2699 and all applicable Wage Orders as well as all
8 interpretations of these laws by California Courts and administrative bodies, as well as any other
9 law that is enforceable through PAGA, Defendants are liable for the following penalties:

10 (i) All statutorily specified penalties recoverable under PAGA as enumerated in the relevant
11 California Labor Code provisions listed herein only if permitted by the PAGA statute; and

12
13 (ii) Default PAGA penalties for any violation of the enumerated list of Labor Code violations
14 without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor
15 Code Section 2699(f).

16
17 79. The proper measure of penalties under PAGA is the number of violations, whether those
18 violations were committed as against Plaintiff or any Aggrieved Employee, whether a party to this
19 action or not. Further, as a PAGA action, this claim need not be certified as a class action to
20 proceed with a company-wide recovery. *See Arias v. Superior Court*, 46 Cal.4th 969, 970-75
21 (2009).

22 80. Pursuant to Labor Code § 2699(g), and/or any and all other applicable laws, Plaintiff is
23 entitled to recover civil penalties, costs, and attorneys' fees.

24 **VIII. PRAYER FOR RELIEF**

25 WHEREFORE plaintiff prays judgment as follows:

- 26 1. For interest, thereon at the legal rate;
- 27 2. Penalties under applicable labor code sections;
- 28 3. For general damages, according to proof on each cause of action for which such damages
29 are available;

- 1 4. For special damages, according to proof on each cause of action for which such damages
2 are available;
- 3 5. For prejudgment and post-judgment interest according to law;
- 4 6. For costs of suit incurred in this action, with interest;
- 5 7. For costs and reasonable attorney's fees as provided by law;
- 6 8. For punitive and exemplary damages; and
- 7 9. For such other and further relief that the court shall deem just and proper.
- 8 10. An award of civil penalties for and on behalf of herself and all similarly situated aggrieved
9 employees pursuant to PAGA only;
- 10 11. Pre-judgment and post-judgment interest to the extent permitted by the PAGA;
- 11 12. Injunctive and Declaratory to the extent allowed by PAGA; and
- 12 13. Such other and further relief that the Court deems proper and as permitted by the PAGA.

13 **IX. DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands trial by jury.

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19 RESPECTFULLY SUBMITTED,
20 M Law Attorneys, APC

21
22 Dated: August 12, 2020

23 By: N. Mirzaie
24 NARAK MIRZAI, ESQ.
25 Attorneys for Plaintiff,
26 VIGEN ZADOURIAN
27
28
29

EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

July 16, 2020

Narak Mirzaie
, California

RE: **Notice to Complainant's Attorney**
DFEH Matter Number: 202007-10708016
Right to Sue: Zadourian / Forrest Machining Inc.

Dear Narak Mirzaie:

Attached is a copy of your complaint of discrimination filed with the Department of Fair Employment and Housing (DFEH) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, DFEH will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the DFEH does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

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<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

July 16, 2020

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202007-10708016
Right to Sue: Zadourian / Forrest Machining Inc.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. This case is not being investigated by DFEH and is being closed immediately. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,

Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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July 16, 2020

Vigen Zadourian

,

RE: Notice of Case Closure and Right to Sue
DFEH Matter Number: 202007-10708016
Right to Sue: Zadourian / Forrest Machining Inc.

Dear Vigen Zadourian,

This letter informs you that the above-referenced complaint was filed with the Department of Fair Employment and Housing (DFEH) has been closed effective July 16, 2020 because an immediate Right to Sue notice was requested. DFEH will take no further action on the complaint.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Vigen Zadourian

DFEH No. 202007-10708016

Complainant,

vs.

Forrest Machining Inc.
27756 Ave Mentry
Santa Clarita, California 91355

Respondents

1. Respondent **Forrest Machining Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Vigen Zadourian**, resides in the City of State of .

3. Complainant alleges that on or about **April 23, 2020**, respondent took the following adverse actions:

Complainant was discriminated against because of complainant's national origin (includes language restrictions), age (40 and over) and as a result of the discrimination was terminated.

Additional Complaint Details: Mr. Zadourian was subjected to discrimination relating to his ethnicity and age. On or about April 23, 2020, Mr. Zadourian was using his cell phone to search Armenian Genocide content, when his superior informed him that he could not use his cell phone. Mr. Zadourian is the only Armenian employee in his department and shifts. There is another employee known as Sevak who is also Armenian, however he is a supervisor. Mr. Zadourian was called into a meeting and was terminated from his employment. He attempted

1 to inform his superiors of the desperate treatment he was subjected to. The floor
2 was
3 predominantly Hispanic employees, and Mr. Zadourian's superior, Mr. Gill was
4 Hispanic. on
5 numerous occasions, Mr. Gill had spotted other Hispanic employees goofing off or
6 using their
7 cellphones during work, but they were not warned, let alone terminated.
8 This kind of desperate treatment shows that Forrest through its agents discriminated
9 and
10 terminated the Plaintiff's employment due to his ethnicity and/or his age rather than
11 his use of
12 cellphone. If Forrest had a cellphone usage policy, then that policy must be equally
13 applied to
14 employees across the board. Plaintiff Zadourian is a 60-year-old employee who was
15 terminated during an unfortunate
16 period in U.S economy. The unemployment rate is rising, and the difficulty of an
17 employee
18 obtaining similar or comparable employment is slim in this economy. The termination
19 has taken
20 an emotional toll on Mr. Zadourian, as he was terminated from a secure
21 employment.
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1 VERIFICATION

2 I, **Narak Mirzaie, Esq.**, am the **Attorney** in the above-entitled complaint. I have read
3 the foregoing complaint and know the contents thereof. The matters alleged are
4 based on information and belief, which I believe to be true.

5 On July 16, 2020, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Pasadena, CA

EXHIBIT B



firm info <info@mlawattorneys.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "info@mlawattorneys.com" <info@mlawattorneys.com>

Thu, Apr 30, 2020 at 8:36 AM

4/30/2020

LWDA Case No. LWDA-CM-785011-20
Law Firm : M Law Attorneys, APC
Plaintiff Name : Vigen Zadourian
Employer: Forrest Machining Inc

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



April 30, 2020

T: (626)626-4422 Ext 101
F: (626)626-4420

**CERTIFIED MAIL TO FORREST MACHINING, INC. 7019 2280 0001
2540 2463**

Forrest Machining, Inc.
Attn: Legal Team/Management
27756 Ave Mentry
Santa Clarita, CA 91355

VIA ELECTRONICALLY

California Labor & Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94162

**Re: Claims of VIGEN ZADOURIAN for Violation of California
Labor Code Asserted Under Private Attorney's General Act
(PAGA), California Labor Code §§ 2698 et seq.**

Dear PAGA Administrator:

This office represents Mr. Vigen Zadourian ("Plaintiff") in connection with claims against Forrest Machining, Inc. ("Forrest") under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code §§ 2698 et seq. The purpose of this letter is to notify the California Labor & Workforce Development Agency ("Agency" or "LWDA") and Chick of these claims in accordance with Labor Code § 2699.3(a), and to furnish Forrest with an opportunity to cure, if applicable, under Labor Code § 2699.3(c)(2)(A). Claims under PAGA are asserted in a representative capacity on behalf of other current or former Chick employees under Labor Code §§ 2699 and 2699.3.

The facts in this case reveal an extraordinary and abusive pattern of Labor Code and Wage Order violations by Forrest. Forrest failed to provide meal and rest periods to its employees in compliance with California law and the applicable wage orders and are in violation of Labor Code § 226. These violations give rise to a variety of penalties that are subject to recovery under PAGA (in the absence of Agency enforcement). This letter describes violations with respect to my client (and other similarly situated employees).

LABOR CODE VIOLATIONS

A. Principle Participants

1. FORREST MACHINING, Inc. (Defendant)

Forrest Machining, Inc. (“Forrest”) is a Manufacturer in southern California and the known address for Forrest is 27756 Ave Mentry, Santa Clarita, CA 91355.

2. VIGEN ZADOURIAN (Plaintiff)

Mr. Zadourain was a former employee of Forrest Machinning, Inc. and was employed by Forrest from September of 2019 until April of 2020. For the first several months Mr. Zadourian’s shift was from 6 pm until 6 am. When working night shifts, Mr. Zadourian would receive his first rest break after the fourth hour. Furthermore, during night shifts workers including Mr. Zadourian were not provided with a second meal break or a third rest break. This was a regular practice of the company across all employees.

Approximately two months prior to Mr. Zadourian’s termination, Mr. Zadourian was moved to the morning shift. The morning shift required Mr. Zadourian to work from 6 am until 6 pm. Again, Forrest failed to properly provide Mr. Zadourian and other employees with meal and rest breaks. Mr. Zadourian was provided his first meal break after the fifth hour mark in his shift. Mr. Zadourian was not provided a second meal break when he would work over ten (10) hours. Furthermore, Mr. Zadourian would not receive his third (3) rest break when he would work more than ten (10) hours. Forrest committed such violations against all employees, since the employees’ meal and rest breaks were governed by a common bell.

. Plaintiff was not provided with meal or rest breaks. When Plaintiff could take a meal break it was past the fifth (5) hour mark which was in violation of California Labor Laws.

Plaintiff was terminated from his employment on January 19, 2019. Plaintiff has not been compensated for the premium wages. Defendant violated multiple California Labor Codes and is subjected to penalties under the law.

B. Violations

1. Failure to Provide Meal and Rest Periods [Labor Code Section 226.7]

Labor Code Section 226.7 requires employers to provide a meal period or rest period in accordance with an applicable order for the Industrial Welfare Commission, if the employers fail to do so, they should pay the employee one additional hour of pay at the employee's regular rate compensation for each work day that the meal or rest period is not provided. Forrest routinely deprived its employees of meal and rest breaks.

The legal rights and property, including, but not limited to, rightfully earned compensation for meal and rest periods entitling my client to recover such amounts are also deprived.

2. Failure to Pay Wages [Labor Code 201, 203]

Labor Code Section 201 (a) requires employers to pay employee the wages they earned and unpaid at the time of discharge immediately or within a reasonable time that should not exceed 72 hours. Forrest failed to do this, because the premiums for these meal and rest breaks have yet been paid to Mr. Zadourian.

Based on Forrest conduct as alleged herein, Forrest is liable for civil penalties pursuant Labor Code Section 203 (a). Forrest failed to comply with this statute as well. Forrest is also liable for civil penalties pursuant to Labor Code Section 204 (a).

3. Civil Penalty for Labor Code Violation [Labor Code 558]

Based on Forrest conduct as alleged herein, Forrest is liable for civil penalties pursuant to California Labor Code Section 558 and other applicable provisions of the Employment Laws and Regulations.

We respectfully request the Agency to promptly review this submission and take action to seek civil penalties against the Forrest owners or advise us that it will not be investigating and prosecuting the Forrest's owners so that my client may do so under PAGA.

4. Failure to Provide Paystubs in Violation of Labor Code 226

Labor Code 226(e) states, "(a) Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross

wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number.

Plaintiff was a non-exempt employee, and Defendant failed to provide Plaintiff with accurate paystubs as required under labor code 226(e).

Please allow this letter to serve as notice under Private Attorney General Act. Should you have any questions please feel free to contact my office.

Regards,
M LAW ATTORNEYS, APC

A handwritten signature in black ink, appearing to read "Narak Mirzaie", is enclosed within a thin black rectangular border.

Narak Mirzaie, Esq.